

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

REGINA BLACKHURST,)	
)	
)	
)	2:04-cv-2191-GEB-GGH
Plaintiff,)	
)	<u>ORDER</u>
v.)	
)	
TRINITY CHURCH, DONNA HARRELL,)	
and DOES 1 through 50, inclusive,)	
)	
Defendants.)	
_____)	

On January 3, 2006, Plaintiff filed a Notice of Settlement indicating that the parties had reached a settlement agreement in this action. On January 24, 2006, Plaintiff filed a motion to determine the scope of her former counsel's lien and to compel Defendant to release settlement funds; this motion reveals a dispute has arisen between Plaintiff's present and former counsel. (Pl.'s Mem. Supp. Mot. to Determine Scope and Release Checks 3-4). Plaintiff argues "[t]his court has ancillary jurisdiction to adjudicate [this] dispute

1 since it is so closely related to the underlying litigation." (Id. at
2 2.)

3 Since this action is now settled, the issue is whether
4 "[t]he parties . . . have alleged . . . facts that would justify
5 federal jurisdiction over the settlement dispute." O'Connor v.
6 Colvin, 70 F.3d 530, 532 (9th Cir. 1995). Diversity jurisdiction is
7 not alleged, "and no statute provides for federal jurisdiction over
8 this contract dispute." Id.; see also Jessup v. Luther, 277 F.3d 926,
9 928 (7th Cir. 2002) ("The settlement is just another contract to be
10 enforced in the usual way, that is, by a fresh suit."). The fact that
11 subject matter jurisdiction existed over the action before it settled
12 "does not confer jurisdiction." O'Connor, 70 F.3d at 532.

13 Since I lack jurisdiction to address the dispute over the
14 settlement agreement, the action is dismissed without prejudice.

15 IT IS SO ORDERED.

16 Dated: January 27, 2006

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18 /s/ Garland E. Burrell, Jr.
19 GARLAND E. BURRELL, JR.
20 United States District Judge
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